

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT D CODE		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. P00064		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
6. ISSUED BY CODE ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709		7. ADMINISTERED BY (If other than Item 6) CODE		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Booz Allen Hamilton Inc. Attn: HEATHER TEED 8283 GREENSBORO DRIVE MCLEAN VA 221023838		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0019 EP-G15H-01177	
				10B. DATED (SEE ITEM 13) 09/11/2015	
CODE 006928857		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$491,438.99	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X		D. OTHER (Specify type of modification and authority) EPA-B-32-103 Limitation of Govt's Obligation, 52.204-25 Prohibition on Contracting for Certain			
E. IMPORTANT Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 36-2513626 DUNS Number: 006928857 Electronic Rulemaking and FOIA Online support for Office of Information Collection IMPORTANT NOTE FOR RTP FINANCE: The GSA Alliant Contract Number in the Compass Financial System is recorded as GS0D0019 TOCOR: Raven Arnold Max Expire Date: 09/13/2021 The purpose of modification is to: 1. Add an increment of funds in the amount of \$491,438.99 to Option Period 4 (eRulemaking). 2. Add Clause 52.204-25, entitled "Prohibition on Contracting for Certain Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nicole A. Hairston		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA ELECTRONIC SIGNATURE 08/24/2020	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS00Q09BGD0019/EP-G15H-01177/P00064	PAGE	OF
		2	10

NAME OF OFFEROR OR CONTRACTOR
Booz Allen Hamilton Inc.

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Telecommunications and Video Surveillance Services or Equipment". See the accounting and appropriation information below, and the continuation pages for details.</p> <p>LIST OF CHANGES: Reason for Modification: Funding Only Action Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$7,541,979.33 New Total Amount for this Award: \$50,541,167.14 Obligated Amount for this Modification: \$491,438.99 New Total Obligated Amount for this Award: \$40,156,058.07 Incremental Funded Amount changed: from \$39,664,619.08 to \$40,156,058.07 CHANGES FOR LINE ITEM NUMBER: XXXXXXXXXX Obligated Amount for this Modification: XXXXXXXXXX Incremental Funded Amount changed from XXXXXXXXXX</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 19-20-BR-HE50XCA-000HF8-2505-20HEEAR007-001 Beginning FiscalYear 19 Ending Fiscal Year 20 Fund (Appropriation) BR Budget Organization HE50XCA Program (PRC) 000HF8 Budget (BOC) 2505 Job # (Site/Project) LRCM0000 Cost Organization DCN-LineID 20HEEAR007-001 Quantity: 0 Amount: \$46,301.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 19-20-BR-HE50XCA-000HF8-2505-20HEEAR007-002 Beginning FiscalYear 19 Ending Fiscal Year 20 Fund (Appropriation) BR Budget Organization HE50XCA Program (PRC) 000HF8 Budget (BOC) 2505 Job # (Site/Project) LRCMSC00 Cost Organization DCN-LineID 20HEEAR007-002 Quantity: 0 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS00Q09BGD0019/EP-G15H-01177/P00064PAGE OF
3 10NAME OF OFFEROR OR CONTRACTOR
Booz Allen Hamilton Inc.

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$5,144.99 NEW ACCOUNTING CODE ADDED: Account code: 20-21-B-YLA-000YF8-2505-20YLEAS038-001 Beginning FiscalYear 20 Ending Fiscal Year 21 Fund (Appropriation) B Budget Organization YLA Program (PRC) 000YF8 Budget (BOC) 2505 Job # (Site/Project) LFHMIAED Cost Organization DCN-LineID 20YLEAS038-001 Quantity: 0 Amount: \$395,993.00 NEW ACCOUNTING CODE ADDED: Account code: 20-21-B-YLA-000YF8-2505-20YLEAS038-002 Beginning FiscalYear 20 Ending Fiscal Year 21 Fund (Appropriation) B Budget Organization YLA Program (PRC) 000YF8 Budget (BOC) 2505 Job # (Site/Project) LFHMSCED Cost Organization DCN-LineID 20YLEAS038-002 Quantity: 0 Amount: \$44,000.00 Period of Performance: 09/14/2015 to 09/13/2021				

MODIFICATION TO THE CONTRACT

1. The section B clause entitled “B.2 LIMITATION OF GOVERNMENT’S OBLIGATION EPA-B-32-103 is modified. The text is as follows:

(a) Severable services may be incrementally funded. Non-severable services will not be incrementally funded. **Contract sub line items CLIN 4001AA, 4001AC, 4002AA, and 4002AC** are severable and may be incrementally funded. For these items, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract for **CLIN’s 4001AA and AC [REDACTED] and 4002AA and AC [REDACTED] of Option Period 4.**

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor will not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor will not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

Option Period 4

POP 09/14/2019 – 09/13/2020

FOIAonline Program System

TASK ORDER VALUE	Prior Amount	This Modification	New Amount
CLIN 4001AA: Labor Hours	██████████	██████████	██████████
CLIN 4001AB: Security (Fully Funded)	\$ ██████████	██████████	██████████
CLIN 4001AC: Other Direct Costs (ODCs)	\$ ██████████	██████████	██████████
NTE TOTAL AMOUNT for 4001 OPTION IV	██████████	██████████	██████████
TASK ORDER INCREMENTAL FUNDING	Prior Amount	This Modification	New Amount
CLIN 4001AA: Labor Hours	██████████	██████████	██████████
CLIN 4001AB: Security (Fully Funded)	\$ ██████████	██████████	██████████
CLIN 4001AC: Other Direct Costs (ODCs)	\$ ██████████	██████████	██████████
TOTAL FUNDING for OPTION IV	\$ ██████████	██████████	██████████

Total Max Amount:

██████████

To be funded Amount:

██████████

eRulemaking Programs System

TASK ORDER VALUE	Prior Amount	This Modification	New Amount
CLIN 4002AA: Labor Hours			
CLIN 4002AB: Security, Training and Helpdesk (Fully Funded)	\$		
CLIN 4002AC: Other Direct Costs (ODCs)	\$		
NTE TOTAL AMOUNT for 4002 OPTION IV			
TASK ORDER INCREMENTAL FUNDING	Prior Amount	This Modification	New Amount
CLIN 4002AA: Labor Hours			
CLIN 4002AC: Other Direct Costs (ODCs)	\$		
TOTAL FUNDING for OPTION IV	\$		

Total Max Amount:

Funded Amount:

To be funded Amount:

\$

(End of Clause)

2. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be

incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

All other terms and conditions remain the same.